2006-021500 Klamath County, Oregon



10/25/2006 03:07:33 PM

Fee: \$26.00

When Recorded Return To:

Klamath Falls, OR 97601

Recording Requested By: Aspen Title & Escrow, Inc.

525 Main Street

Aspen Title & Escrow, Inc. 525 Main Street Klamath Falls, OR 97601

Until requested otherwise, send all tax statements:

ASPEN: 62621 705

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

COVER SHEET

DOCUMENT:

Extension Agreement

GRANTOR:

BRAD A. JOHNSON AND NANCY V. JOHNSON

TRUSTEE:

GRANTEE:

WELLS FARGO BANK

#26-A

PERMANENT LOAN EXTENSION AGREEMENT

This Permanent Loan Extension Agreement (this "Agreement") is made to be effective as of the 20th day of October, 2006, and is incorporated into and shall be deemed to amend, supplement and extend the Mortgage, Deed of Trust, Deed or Security Deed (the "Security Instrument") dated as of the 13th day of February, 2006, executed by the undersigned Borrower(s) (referred to herein as "Borrower", whether one or more), in favor of Wells Fargo Bank, National Association ("Lender"). (Lender and its successors and assigns shall be referred to herein as the "Note Holder".) The Security Instrument secures a Note (the "Note") dated the same date as the Security Instrument payable to the order of Lender. All terms defined in the Security Instrument shall have the same meaning in this Agreement. The mortgage was recorded as M06-02888 on the 14th day of February, 2006 2006.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower (and each Borrower if more than one) further covenants and agrees as follows:

- PERMANENT LOAN. The Security Instrument, as amended and extended by this Agreement, secures a permanent mortgage loan that replaces a construction loan between Lender and Borrower dated the same date as the Security Instrument and evidenced by the Note with a Construction Loan Addendum Amending Note. The Note, as amended by a Permanent Loan Addendum amending Note, evidences the permanent mortgage loan. Upon execution of this Agreement and the Permanent Loan Addendum, the terms and conditions of the Construction Loan Addendum Amending Note shall be of no further force and effect.
- 2. **DEFINITIONS.** The definitions set forth in the Security Instrument are amended as follows:

"Lender". Lender's address is P.O. BOX 10304. Des Moines, IA 50306-0304.

"Note". The Note states that the Borrower owes Lender One Hundred Eighty Four Thousand Dollars (U.S. \$184,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 01, 2036.

"Riders". Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider

- Condominium Rider
- **PUD** Rider 0
- VA Rider Biweekly Payment Rider
- Second Home Rider 0
- 1-4 Family Rider 0
- Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Addendum.

BORROWER(S)

JOHNSON

STATE OF

JOHNS/ON

County ss:

24+9 2006 On this 🚫 day of , I, a Notary Public in and for said county and in said state, hereby certify that Brad A. Johnson whose name(s) is ware signed to the foregoing conveyance, and who is/are know to me, acknowledged before me that, being informed of the contents of the conveyance, whose name(s) is vare signed to the foregoing he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

24

Given under my hand and seal of office this

day of actaba

My Commission Expire

OFFICIAL SEAL M. A. SILVERIA NOTARY PUBLIC-OREGON COMMISSION NO. 390459 MY COMMISSION EXPIRES MAR. 10, 2009

Prepared By: Natalya Kravets

AEB:BBG\Constr\Const Note Rider-Final.doc